



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Applicant:** Rabi S. De et al.

**Examiner:** N/A

**Serial No.** 09/964,299

**Art Unit:** 2161

**Filed:** September 26, 2001

**Title:** System and Method for Determining Value-at-Risk Using FORM/SORM

**Atty Docket No.:** ENR100/4-023US

**ELECTION UNDER 37 C.F.R. §§ 3.71 AND 3.73  
AND POWER OF ATTORNEY**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

The undersigned, being Assignee of record of the entire interest in the above-identified application by virtue of an assignment recorded in the United States Patent and Trademark Office as set forth below, hereby elects, under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventors.

The Assignee hereby revokes any previous Powers of Attorney and appoints:

Practitioners at Customer Number 22892;

each an attorney or agent of the firm of VINSON & ELKINS L.L.P., as its attorney or agent for so long as they remain with such firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Pursuant to 37 C.F.R. § 3.73, the undersigned has reviewed the evidentiary documents, specifically the Assignment to Enron North America Corp., referenced below, and certifies that to the best of my knowledge and belief, title remains in the name of the Assignee.

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Technology Center 2100

Please direct all communications as follows:



Stuart J. Ford  
VINSON & ELKINS L.L.P.  
2300 First City Tower  
1001 Fannin Street  
Houston TX 77002-6760  
(713) 758-2708

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ASSIGNEE:  
Enron North America Corp.

By: W. Kaminski  
Name: Wincenty V. Kaminski  
Title: Managing Director  
Date: 12/14/01

ASSIGNMENT:

- Concurrently filed  
 Previously recorded  
Date: 09/26/01  
(copy attached)



Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Rabi S. De -September 21, 2001  
Tanya Tamarchenko -September 21, 2001

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____           |   |

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies):

Name: Enron North America Corp.

Internal Address: \_\_\_\_\_

Street Address:  
1400 Smith Street

City: Houston

State: TX Zip: 77002-7361

Additional name(s) & address(es) attached?  Yes  No

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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: September 26, 2001

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward D. Steakley  
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: HO-P02286US0

Street Address: 1301 McKinney, Suite 5100

City:  
Houston

State: TX Zip:  
77010-3095

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06-2375

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Edward D. Steakley

Name of Person Signing

Signature

Sept. 26, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 6

**Recordation Form Cover Sheet**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EK102655437US, in an envelope addressed to: Box Assignments, Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: 9/26

Signature: *Elena Maglito*

(Elena Maglito)

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Rabi S. De and Tanya Tamarchenko (hereinafter referred to as Assignors), residing at 8 Prospect Place, Bellaire, Texas 77401 and 4428 Valerie Str., Bellaire, Texas 77401, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR DETERMINING VALUE-AT-RISK USING FORM/SORM, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, Enron North America Corp., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1400 Smith Street, Houston, Texas 77002-7361 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

Melissa W. Acosta	45,872	Paul E. Krieger	25,886	John E. Schneider	31,998
Alberto Q. Amatong, Jr.	41,580	Michael S. McCoy	46,913	Jan K. Simpson	33,283
Ronald G. Bliss	28,691	John M. Mings	35,955	Melissa L. Sistrunk	45,579
Gino Catena	45,546	Thomas D. Paul	32,714	Edward D. Steakley	47,964
Paul L. DeVerter, II	19,747	Jayne C. Piana	P-48,424	William A. Stout	18,773
Marc L. Delflache	28,942	Doak C. Procter, IV	P-48,705	Charles B. Walker, Jr.	43,231
David L. Fox	40,612	James W. Repass	30,487	Richard S. Zembek	43,306
Eric B. Hall	46,751				

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

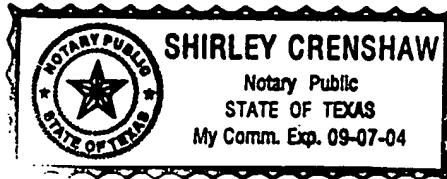
*Rabi S. De*

Rabi S. De

Date: September 21, 2001

United States of America )  
State of Texas ) ss.:  
County of Harris )

On this 21<sup>st</sup> day of September, 2001, before me  
personally came Rabi S. De, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.



*Shirley Crenshaw*  
Notary Public

Tanya Tamarchenko  
Tanya Tamarchenko

Date: September 21, 2001

United States of America )  
State of Texas ) ss.:  
County of Brazos )

On this 21<sup>st</sup> day of September, 2001, before me personally came Tanya Tamarchenko, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Shirley Crenshaw  
Notary Public

